Renting in West Lafayette

What you need to know about apartment hunting, moving in and moving out

Certification

Ask the owner/manager if the property has a current rental certificate, or call the Code Enforcement Office within the West Lafayette Department of Development at 775-5160.

Occupancy

Ask what the occupancy limitations are for that property. Make certain that you and your roommates (and sub-lessors) are not over that limit. In single-family homes, occupancy/certification stickers (which place a per-unit limit on the number of persons who are permitted to live there) must be present on the inside of the front door. To enforce these limitations, the city requires occupancy affidavits to be filed as part of the rental certification program. Depending upon where you live in West Lafayette, you may be required to sign an occupancy affidavit by your landlord. (Read the <u>Overcrowded Housing</u> section below).

Parking

If you have a vehicle, ask if off street parking is provided or if it is an additional cost.

Rent

Ask about late rent policies and penalties.

Utilities

Ask what utilities you will be responsible for: electric, gas, water, etc. When viewing an apartment, check to see how efficient the unit may be; this includes inspecting the windows, doors, and location of the apartment (upper or lower) and determining if the building is insulated. The utility companies, <u>Duke Energy</u> and <u>Vectren Energy Delivery</u>, may provide an average cost estimate over the telephone if you provide them with an address. (Visit the local utility phone numbers section).

Appliances

Test all the equipment if possible: furnace, air conditioner, hot/cold water, stove, refrigerator, etc.

Repairs

Find out who repairs the property, how to contact them, and if there is an emergency number. If you choose a house, be sure to find out who will be responsible for the yard work. Get all verbal promises (repairs, adjustments to the unit, etc.) in writing before you sign the lease.

The Lease

If you are interested in a particular property, obtain a copy of the lease you will be signing and take the time to read it. Both you and the landlord can be, and most likely will be, held responsible for all terms and conditions stated in the lease. The lease is a legal contract that both the landlord and you must abide by or face legal action.

Liability: If you have roommates, sometimes a lease will say there is a "joint and several liability." That means if there are problems, the landlord can hold one tenant liable for all the problems, especially late rent.

Entrance: Read the lease to find out upon what terms the landlord can enter your apartment.

Move-in, move-out and security deposit: Be aware of what will be expected from you and what you can expect from the landlord.

Moving In

Inspect the unit. You should ask the landlord for a checklist or make your own. Keep a copy of your checklist and send one to the landlord. If you have a camera or video recorder it is prudent to take photos or videotape the condition of the apartment (take steps to document the date). If the lease states any instructions for moving-in be sure to follow those instructions.

Insurance

Be aware that the property owner's insurance only covers the property and not your personal belongings. It is prudent to buy a renters insurance policy. These policies are inexpensive and can be obtained from most insurance companies.

Moving Out

Be sure to follow the terms stated in your lease. You are responsible for damages and for not cleaning the property as stated in your lease. Ask the landlord to inspect the property in your presence immediately after you move out. If your landlord is not present when you leave, take photographs or videotape all rooms, preferably in the presence of a third party.

Your landlord must return your deposit, minus the cost of damages (with an explanation), within 45 days of when the occupancy ended as required by Indiana law. Be certain to give your landlord your forwarding address. If the landlord fails to return your deposit or give you a list of damages, you should request it in writing. If this does not work you should consult with an attorney or pursue action against your landlord in small claims court. If you damage the property in excess of the security deposit the landlord has the right to request payment for the damages and/or pursue legal against you.